
MEMORANDUM OF AGREEMENT

The Township of Irvington Labor Counsel and the Irvington PBA Local 29 Negotiation Committee agree to recommend for ratification and approval the following tentative settlement:

1. Duration

January 1, 2006 through December 31, 2010

2. Salary (Article X paragraph 1.)

| | |
|---------------------------|----------------------------|
| Effective April 1, 2006 | 4% increase to base pay. |
| Effective January 1, 2007 | 3% increase to base pay. |
| Effective July 1, 2007 | 1% increase to base pay. |
| Effective January 1, 2008 | 3% increase to base pay. |
| Effective July 1, 2008 | 1% increase to base pay. |
| Effective January 1, 2009 | 3% increase to base pay. |
| Effective July 1, 2009 | 1% increase to base pay. |
| Effective January 1, 2010 | 3.5% increase to base pay. |

3. Insurance Coverage (Article XVII)

Paragraph 1

The Township agrees to continue to provide, at its expense, the health insurance and Delta dental coverage presently in effect for each employee and their dependents in accordance with applicable resolution and ordinances. *Effective January 1, 2008, unless mutually agreed to implement at another date, the Township reserves the right to provide an alternative HMO plan under which the Benefits to be provided under the new HMO plan shall be equal to or better than those of the current HMO plan.*

Paragraph 3

Medical bills for all bargaining unit members shall be paid by the Township within seventy-five (75) days of submission. *The Township agrees that it shall guarantee payment of all bills for insurance benefits under HNA and/or HMO plans if administered by the Township. If a bill which should have been paid as provided for in the parties' current health plan is denied or not paid, the employee must notify the Township within thirty (30) days of receipt of the notice. Upon receipt of the notice from the employee the Township will pursue payment on behalf of the employee to ensure appropriate payment.*

*Add paragraph 4a. **Prescription co-pays***

Health Network of America (HNA) or equivalent:

Brand name drugs \$20.00

Generic drugs \$10.00

Horizon HMO Blue Cross / Blue Shield or equivalent:

Brand name or generic drugs \$20.00

Generic drugs \$10.00

*Add paragraph 4b. **90 day prescription co-pays***

All 90 day prescription medication shall be obtained by mail order. Co-pay for mail order prescriptions shall utilize the same co-pays as defined in Article XVII, paragraph 4a.

No officer shall pay more per annum per plan for prescriptions as provided by the State Health Benefits Program, or HNA, whichever is lower.

*Add paragraph 5. **Insurance co-pays for office visits***

Health Network of America (HNA) or equivalent:

Co-pay for each office visit \$20.00

Horizon HMO Blue Cross / Blue Shield or equivalent:

Co-pay for each office visit to *primary care physician* \$20.00

*Add paragraph 6. **Deductibles***

Health Network of America (HNA), or equivalent:

Out of network, employee: \$200.00

Out of network, family: \$400.00

*Add paragraph 7. **Health care option***

Employees may voluntarily opt out of the Township's health insurance coverage and shall receive payment in the amount of forty percent (40%) of the premium cost for the applicable health insurance coverage that the employee would have received for the calendar year in which the employee chooses to opt out. Employees may return to the Township's health insurance plan the next year following the opt out. Employees may return to the Township's health insurance if their alternative health insurance coverage is lost. Employees returning shall reimburse the Township a prorated amount of the 40% payment received by the employee.

4. Detective Allowance. (Article X, paragraph 4.)

| | |
|---------------------------|---------------------|
| Effective January 1, 2007 | \$1050.00 per annum |
| Effective January 1, 2008 | \$1150.00 per annum |
| Effective January 1, 2009 | \$1250.00 per annum |

5. **Training days.** (Article IX Section 3, 1 (a))

(Add) Training days shall not be scheduled during an officer's vacation period. Vacation period is defined as the first scheduled vacation day to the first scheduled day to return to work.

6. **Grievance Procedure.** (Article VI)

The grievance procedure shall be amended to provide for an additional step inclusive of the Business Administrator. The Business Administrator shall review grievances if not resolved at Step 4, which currently, is a review by the Police Director.

Paragraph 1: The number of days for the PBA to initiate a grievance shall be increased to thirty (30) calendar days.

Step 4 shall be changed from "Should no acceptable agreement be reached with *ten (10)* calendar days" to *seven (7)* calendar days.

Step 5 If, at step four, the matter is not resolved within **seven (7)** calendar days, it shall within an additional ten (10) calendar days be set forth in writing to the ***Township Business Administrator*** specifying in detail the nature of the grievance. Should no acceptable agreement be reached with ten (10) calendar days after the receipt of the written grievance by the Business Administrator, the matter may be referred to arbitration as set forth below, by the Town, or the PBA only. If the aggrieved is a permanent employee he may, in lieu of the arbitration, elect to pursue all remedies afforded by the provisions of Civil Service Act.

Delete reference to "probationary" and replace with "recruits" or "officers in

training".

Step 6 *Language of current step 5*

7. **Bereavement Leave** (Article XVI)

Paragraph 2. Immediate family amended to include, *childhood stepmother or stepfather.*

8. **Hours of Work and Overtime** (Article IV, Section 3)

All reference to "trial" shall be deleted.

Paragraph 1 - Work Schedules

(a) Delete reference to "trial".

(d) Delete in its entirety.

(e) Delete in its entirety.

(f) Renumber as (d) and delete reference to "upon successful completion of the trial."

(g) Renumber to (e).

9. **Miscellaneous, Article XXI**

Paragraph 8: The PBA and Township agree that each shall submit a list of ten (10) attorneys from which the parties shall mutually agree and select up to ten (10) attorneys that may comprise the panel of legal counsel for representation of police officers entitled to law and legal services.

*"In the event that an Officer is entitled by law to legal services, he shall select his attorney, **from the joint list**, and notify the Township of his selection. The Township shall pay One Hundred (\$100.00) per hour for such services."*

10. *Article X, Salaries*

The Township agrees that payment shall be made to police officers assigned to the canine squad as required.

11. **Status Quo.**

The language of the expired collective negotiations agreement shall remain as is unless otherwise changed as proposed herein. All other proposals not addressed in this Memorandum of Agreement shall be considered as withdrawn. PERC Arbitrator Robert M. Glasson shall retain jurisdiction pending final ratification and approval of the MOA and for the additional issues listed following the signature on this document.

The parties agree that they shall recommend ratification of this memorandum to their respective principles within a reasonable period of time. Upon ratification, the proposals agreed upon shall be implemented forthwith. Ratification not to exceed forty-five (45) days from this date.

The parties also agree that the following issues have not yet been resolved. It is mutually agreed that the parties shall meet within sixty (60) days of execution of this agreement to seek to resolve the following issues. In the event that they are unable to do so, they shall be submitted to Arbitrator Glasson for final determination.



PBA Local 29



Township of Irvington

6/18/2007

Date

6/18/07

Date